	THE JONES
UNITED STATES DISTRICT COURT SOUTHERN DISTRICT OF NEW YORK	المنتشئ بيند المنتشئ المنتشق المنتسب
PORT ROYAL MARINE CO. LTD.,	08 CV 0485
Plaintiff,	08 Civ.
- against -	ECF CASE
ASTON AGRO-INDUSTRIAL A.G.,	WE HAVE HAVE HAVE HAVE HAVE HAVE HAVE HAV
Defendant.	JAN 1 8 2008
VERIFIED CO	OMPLAINT U.S.D.C. CASHIERS

Plaintiff, PORT ROYAL MARINE CO. LTD ("Plaintiff"), by and through its attorneys, Lennon, Murphy & Lennon, LLC, as and for its Verified Complaint against the Defendant, ASTON AGRO-INDUSTRIAL A.G., (hereinafter referred to as "Defendant") alleges, upon information and belief, as follows:

- 1. This is an admiralty and maritime claim within the meaning of Rule 9(h) of the Federal Rules of Civil Procedure and 28 United States Code § 1333. Jurisdiction over this matter is also present pursuant to the Federal Arbitration Act, 9 United States Code § 1 et seq., and this Court's federal question jurisdiction, 28 United States Code § 1331.
- 2. At all times material to this action, Plaintiff was, and still is, a foreign corporation, or other business entity organized and existing under foreign law with a principal place of business in Cyprus.
- 3. Upon information and belief, Defendant was, and still is, a foreign corporation, or other business entity organized and existing under foreign law with a principal place of business in Switzerland.

- 4. By a charter party entered into on August 31, 2007 on the SYNACOMEX 90 charter party form, Plaintiff chartered to Defendant the M/V MILENA STAR for a carriage of a bulk wheat cargo from Novorossisk, Russia to Alexandria, Egypt. See charter party attached as Exhibit 1.
- 5. In the performance of the aforesaid voyage, there accrued charges for freight in the amount of \$750,825.00 and demurrage, i.e., liquidated damages for delays at the loading and discharge ports, in the amount of 504,416.67 for the Vessel. While Defendant effected partial payment to Plaintiff, in breach of the charter party Defendant failed to pay the balance owing to Plaintiff despite due demand.
- 6. Specifically, pursuant to the Freight Invoice dated November 27, 2007, Defendant has illegally withheld payment of \$523,042.30. See Freight Invoice attached as Exhibit 2.
- 7. Pursuant to the charter party, all disputes were to be submitted to arbitration in London with English Law to apply. Plaintiff is preparing to commence arbitration against Defendant in London.
- 8. Interest, costs and attorneys' fees are routinely awarded to the prevailing party under English Law. As best as can now be estimated, Plaintiff expects to recover the following amounts in the London arbitration:

Total	1	\$810,129.77.
C.	Attorneys' fees and costs of arbitration:	\$209,216.00
В.	Interest on principal claim at 7% compounded quarterly for two years:	\$77,871.47
A.	Principal claim:	\$523,042.30;

9. The Defendant cannot be found within this District within the meaning of

Rules of Civil Procedure, but, upon information and belief, Defendant has, or will have during the pendency of this action, assets within this District and subject to the jurisdiction of this Court, held in the hands of one or more garnishees which are believed to be due and owing to the Defendant.

10. The Plaintiff seeks an order from this court directing the Clerk of Court to issue Process of Maritime Attachment and Garnishment pursuant to Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims, and also pursuant to the United States Arbitration Act, 9 U.S.C. §§ 1 and 8, attaching, inter alia, any assets of the Defendant held by the aforesaid garnishee for the purpose of obtaining personal jurisdiction over the Defendant, and to secure the Plaintiff's claims as described above.

WHEREFORE, Plaintiff prays:

- A. That process in due form of law issue against the Defendant, citing it to appear and answer under oath all and singular the matters alleged in the Verified Complaint;
- B. That the Court retain jurisdiction to compel the Defendant to arbitrate in accordance with the United States Arbitration Act, 9 U.S.C. § 1 et seq.;
- C. That since the Defendant cannot be found within this District pursuant to Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims, this Court issue an Order directing the Clerk of Court to issue Process of Maritime Attachment and Garnishment pursuant to Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims, also pursuant to the United States Arbitration Act, 9 U.S.C. §§ 1 and 8, attaching all goods, chattels, credits, letters of credit, bills of lading, effects, debts and monies, tangible or intangible, or any other funds held by any garnishee within the District which are due and owing to the Defendant,

in the amount of \$810,129.77 calculated to date to secure the Plaintiff's claims, and that all persons claiming any interest in the same be cited to appear and pursuant to Supplemental Admiralty Rule B answer the matters alleged in the Complaint;

- D. That this Court recognize and confirm any arbitration award(s) or judgment(s) rendered on the claims set forth herein as a Judgment of this Court
- E. That this Court retain jurisdiction over this matter through the entry of any judgment or award associated with any of the claims currently pending, or which may be initiated in the future, including any appeals thereof;
 - F. That this Court award Plaintiff its attorney's fees and costs of this action; and
- G. That the Plaintiff have such other, further and different relief as the Court may deem just and proper.

Dated: January 18, 2008 New York, NY

The Plaintiff, PORT ROYAL MARINE CO. LTD.,

By: Inducy
Nancy R. Peterson

Charles E. Murphy

LENNON, MURPHY & LENNON, LLC

The GrayBar Building

420 Lexington Ave., Suite 300

New York, NY 10170

(212) 490-6050 - phone

(212) 490-6070 - fax

nrs@lenmur.com

cem@lenmur.com

ATTORNEY'S VERIFICATION

State of New York)	ss.:	New York City
County of New York)		

- 1. My name is Nancy R. Peterson
- I am over 18 years of age, of sound mind, capable of making this
 Verification, and fully competent to testify to all matters stated herein.
- 3. I am an attorney in the firm of Lennon, Murphy & Lennon, LLC, attorneys for the Plaintiff.
- 4. I have read the foregoing Verified Complaint and know the contents thereof and believe the same to be true and accurate to the best of my knowledge, information and belief.
- 5. The reason why this Verification is being made by the deponent and not by the Plaintiff is that the Plaintiff is a business organization with no officers or directors now within this District.
- 6. The source of my knowledge and the grounds for my belief are the statements made, and the documents and information received from, the Plaintiff and agents and/or representatives of the Plaintiff.
 - 7. I am authorized to make this Verification on behalf of the Plaintiff.

Dated: January 18, 2008 New York, NY

Nancy R. Peterson

Exhibit 1

CONTINENT GRAIN CHARTERPARTY

adopted PARIS 1957 - amended 1960 - amended 1974 - amended 1990 IN COORSEMENT WITH THE VET, COMPANIES END SILKE BIOMOST ARRUMSTATO.
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Copyright >> SYNACOMEX<< and >> COMITE DES ARMATEURS DE FRANCE<</td> ASTON SYNACOMEX 2004 Boxlehude, 31* August, 2007 Code name: SYNACOMEX 90

ASTON AGRO-INDUSTRIAL AG CH-6301 ZUG Charmersfr. 14

(CIP MILENA STAR 31.08,2307)

886888772744777668588888888888448549888899 ************* 충송용 By Sesself a withen notice of resolutes a to food and/or discharge shall be tendened of the office of ShippingsChartenastRecavers or their agents within office wing hours, of resolutes and 17.60 hours and 1 11. Chartarers have the Berry to furnigate the cargo on board by Installing phosphite latters into vessel's botds at loading and discharging port(s) or places an route health hazards whether is not their responsibility that Officers and Crew as well as all other persons on board the vessel during and after the funigation are not exposed to any health hazards whethere is not therefore to pay Owners all recessary expenses incurred because of the funigation and time lost thereby shall count as laytime or time can demayrage. When funigetion has been effected as fooding port and has been cardified by proper survey or by a competent authority. Bits of Lading shall net be claused by Master loading post layline shall commence of 14.00 hears if solare destrocs to lead ender destroys is relialy tendared of as betwe 12,00 hears at 6 hours after transfering not clean, dry adouttess and in all respects ready to receive the cargo, in page of dispute, an independent surveyor shall decide thoul vessel's readiness to load, Oversen bearing andfer dixabago-from eny-usual waling planal nor outsiter port forter by eathernal shaffed and selection fours, wistbur in fron praiting of not, wistbur suckare desired or not Fording port laying shall count confinuacenty, Sundays and Holidays Included. At discission by the includes shall not cenn tehveen 12.60 liques on Saludays or the states and the states of the state At localing post leviline shall examisence of 14,00 hears threaten of residence to the heart state of the sta 7. Measur and/or Owners shall give 40-mm-dept-end-Reneated Commission of versel's expected readiness to beet on Taling together with declaration of definite foadable quantity of cargo and thereafter deliy to Charteress via Transporati Trading GmbH, (E-Malt: TRANSOCEAN@CANCE, Fax: +4540 50791661) and Agents et Cally when the beeting desherging best vereing to be smarated by Assier may warrant that the vessel is that the peaks ready and may tanken neits of received to tood passage beltraen barbs and or ports Charteners expense at localing and at Charteners/Racelvers' expense at discharging ports, and time used for plecing vessak in xeawarity the coses. If the rejection of notice of readiness is undappded or confirmed by surveyor the laytine will only start to count effect the vessel has validly tendened egain when ready end in el toupeels ready to leaddiscinege. At localing port Shippers/Chiederes or their Agents have the pivilege to bispect vesselfs holds and reject the molice when holds are and in any case not before the date notified by the 46 in 98.08 hears moon on the 22nd Saplambar, 2167 per cay of 24 consecutive hours or pas rate. US\$ 10.060.00 14. Ал*у екко Ув*интява оп овито-био 10 уссовта едо гла/ст. Опу слабат сманта отпони, сить омно понство сћа! То списа от Скина Any delays caused by loo, floods, quaranine, or by case of florre majoure" shall not count as layfone unless the vessel is already on denumege.
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28. Owners to setisfy themselves about any preveling restrictions anrouts. There are no draft or other restrictions at loading respectively dlactiarging port.

St. For purpose of freight psyment procedure Owners to fax on their telter head to Charlesers vie their kinkers the corresponding freight involved tess 2.5% address commission and kas 1.25% brokerage based on full freight once leaded quantify of cargo is known.

31. Upon completion of loading/selling OwnersMeteurto Inform Charlerers trough their brokers datakine of completion of loading/selling together with BL quantity and ETA discharing pod. Further ETA advices to the given daily to "RANSOCEAM" and Agents at desbustion once reminated.

-32. Ownersthizeter to give delly nolloss during the whole currency of this CIP including dischenging progress.

83. Uniess already egreechnominated, decharging port to be declared by Charlerers latest on completion of fording. Owners to guerantes that the Mestor is instructed to proceed with absolutely full speed from loading port to the declared discharging port without any other delays except for bunkering, which has

34. The vessel to be suthible for grab discharge.

35. Any difference of weights of vessel's constants escentained by Initial chaft surveys both at feading and discharging port to be reported Immedately by Masterlowners to Charteries.

S6. Owners to stemp and sign (or authorize brekers to do so on their behel) Original Cit Intest willin 7 days after fixing.

27. Any kaylime computation to be solely based on Statement of Facts Only,

38. Standard BILICO I.S.P.S. Voyage danse to apply.

39. Attached clarace no. 40-43 inclusive whereof dauses 41-43 combining vessel's description for which Canes to be responsible in case of missepresentation of vessel's particulars to be responsible in case of

THE CHARTERERS:

THE CANNERS:

RIDER TO C/P M/V "MILENA STAR", DATED BUXTEHUDE: 31" AUGUST, 2007 - KERCH/EGYPT (MED)

Clause 40:

Should the dispute between Owners and Charterers not exceed the sum of US\$ 50,000.00 extouding cost and interest, both parties should refer the matter in dispute to the sole arbitrator in accordance with the LMAA Claims Procedure (1994).

Claude 41: Vessel'a description:

mv "MILENA STAR" bc,cyprus flag ,bit 1995 dwat 22056 on 9,11m ssw grt/nn 13695/7737,loa/beam 157,6/25,00 m grain/bale 1033098/999354 out hoha 4/4 igear : cranes 4 x 30 speed/cons : abt 13 knote on abt ifo 360 cst 18,00 mt +mdo 1.5 mt idle/ww mdo 1,2/3,6 mt plus mdo manouvering in/out ports,canal,rivers etc. (all details 'about')

Upon Charterers' request. Owners have submitted following additional Information:

o. vel's draft basis intaken quantily max 9,70 m mean draft 9,11 m

b. distance waterlevel/rop of hatch boarning in ballasted condition (still to be advised)

c. cumers confirm vessel to be last certified or classed as bulk camer

d, owners confirm vessel to be equipped with valid certificates as per Solas regulations

c. Owners :Port Royal Marine Co. Ltd., Cypnus Managers : Starmarine Management inc , Glyfada Greece

- f. htm value US\$ 28,00 million
- g. pandi : The Swedish

Clause 43;

Owners have repled to Charterers questionaire as follows:

- 01) legal name/address/tlx no/mic of:
 - a) original owners and/or managers STARMARINE MANAGEMENT INC.

TEL: +30210898086 FAX:+302108980392 - EMAIL: STARMARINE@HOL.GR

b) disponent owners or t/c owners (if applicable) PORT ROYAL MARINE CO. LTD CYPRUS c) and fone/fex numbers of ows mic CAPT VIGLAS AGGELOS, +302109652402

02) name of vel (pla adv ex namos/ex owners and since when EX YASMIN O / EX BEAUMONT under present ownership/management)

03) part of registry - official registry number LIMASSOL

04) flag + nationality/number of orew - confirm full its/similar CYPRUS / 21 PHILIPPINO, GRK 2, YUG 1 / P3KW6 / cover/call sign / grt+nrt GRT 13.695 / NRT 7.737

05) year/month built + class ple confirm vsi is classed highest 4/1995 lloyds or equivalent - if equivalent pls adv which

16 ephinolenigne milnax (80 OK

loa + beam + depth moulded 157.60 / 25.00 / 12.70

08) draft fully laden on saw/winter + corresponding tpl/c/s Draft SSW: 9.11 m / TPC 32.8MT FL dw summer + winter

09) gmin/bale cap: total and holdwise distribution (mainholds only)

10) no, of hatches, dims and type of hatchcovers (if tween info to be given for weather- and tweendeck separately - also ofm tweendeck bleeding in all holds): NO OF HO/HA 4/4 - HYDRAYLIC MCGREGOR FOLDING TYPE

Hatch Dims: No1

11.68/17.52 x 20

No2-5 17.52x20.80 in mus

- 11) no. of holds
 - a) are the holds happered: YES
 - b) confirm no obstaclas/obstructions/pillars in holds/on lanktop: CONFIRM OK
 - c) confirm tanktop to steel, strenghtened and sulbtable for grab discharge: OK
 - d) adv if voi in fully cargobattensfitted: NIL

RIDER TO CIP MIN "MILENA STAR", DATED BUXTEHUDE: 31" AUGUST, 2007 - KERCHIEGYPT (MED)

12) gear, type + capacity, outreach from ohips rail, grab fitted ? CARGO GEAR ; 4x30T CRANES MITSUBISHI ALL FORE place/date of last quadrennial cargo gear aurvey OUTREACH 7M / GRAB FITTED NO re derricks; plo advise set-up (u/p or selfswinging)

SWEDISH 13) owners'/disp owners': p+i club

; htm insurers ITALIAN MARKET AND OTHER MARKETS THROUGH CAMBIASSO RISSO

US\$ 28,000,000 : h+m value

owners p+l club incl full add/validity date of cover hull+mach OK insured value incl insurers full style/add. name + address of owning company + managers incl tlx/fax/phone If disp owners are to/owners pls state date of del and period owners bankers / ref mic + account no. confirmation from p+i club and hull and machinery insurers tht vessel is fully covered by owners/disponent owners for intended

voyage and until when premiums paid to: 14) last apacial survey 5/05 last drydocked + bottom painted place + date N/K last hold painting/lest sandblasting of holds N/K

15) validity periods of foll certificates:

a) safety certificate (both eqipment+construction) 4/10

b) classification and val's class/society 4/10

4/10 c) international cerificate

16) masters name: masters nationality: master employed since: CAPT CASTELLANO RESTITUTO , AUG07

17) vassel's telex/satcom no: REVERTING
18) distance witche in belleated condition ABT 11.0M

19) hold ladders fitted - type and dime AUSSIE LADDERS 20) service speed ABT 12.5

20) service speed

21) sirdraft in ballast condition

22) last 3 cargoos carried (starting with last) and name of thirs inclited nor/name of mic and name/full style agents at val's last port of cell. GRAIN-CARGILL / GRAIN/ COPPER BILLETS

Addendum No. 1 to Charter Party MV "Milena Star" dated August 31,2007

It has this day been mutually agreed between Owners and Charterers:

That the leading port has been changed from Kerch to Neverossisk.

The Owners to be free of disbursements.

The loading rate is 6,000ts shex Friday 65,00 pm/Monday 08.00 even if used.

Charterers to pay US\$ 1.50 per tonne extra on entire quantity.

Notice of readiness is understood to have been given on the 17th September 12.00hours.

All other terms and conditions of the CP dated 31st August 2007 to remain unchanged.

Buxtchude September 14, 2007

The Owners:

The Charterers:

Exhibit 2

PORT ROYAL MARINE COMPANY LIMITED

Messrs
Aston. Agro – Industrial AG
c/o Vega star Maritime SA, Piraeus

Athens 27 November 2007

FREIGHT INVOICE

MV MILENA STAR / Bulk Wheat / Novorosisk – Egypt Med	
Freight 100 pct on 21,150 mt at US\$ 35,50 pmt	\$750,825.00
Plus demurrage load port	\$214,152.78
Plus demurrage disch port	\$290,263.89
Cotal	\$1,255,241.67
ess Address comm. 2,50 pct	\$31,381.04-
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·····································	\$685,127.81 -
Salance due to Owners	\$523,042.30

Transfer to:

H.S.B.C Bank plc

Piraeus Branch. Greece Swift code: MIDLGRAA A/C nr: 001-078641-036

f/o: Port Royal Marine Company Limited

Ref: MV Milena Star